



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

BLUE RIDGE REGIONAL OFFICE

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**VIRGINIA WASTE MANAGEMENT BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
OMNISOURCE, LLC
SOLID WASTE PERMIT NO. 552**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board, and Omnisource, LLC for the purpose of resolving certain violations of the Virginia Waste Management Act and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Administrative Process Act" or "APA" means Chapter 40 (§ 2.2-4000 *et seq.*) of Title 2.2 of the Va. Code.
2. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.
3. "BRRO" means the Blue Ridge Regional Office of DEQ, located in Salem, Virginia.
4. "CFR" means the Code of Federal Regulations, as incorporated into the Regulations.
5. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.

6. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
7. "Landfill" means the Omnisource Industrial Landfill, a captive industrial landfill operating under Solid Waste Permit No. 552 and located at 700 Commerce Road, Rocky Mount, Virginia.
8. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.
9. "Omnisource" means Omnisource, LLC a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Omnisource is a "person" within the meaning of Va. Code § 10.1-1400.
10. "Order" means this document, also known as a Consent Order.
11. "Permit" means Solid Waste Permit (SWP) No. 552, which was issued on April 15, 1993 under the Virginia Waste Management Act and the VSWMR to Shredded Products Corp., a predecessor to Omnisource. The most recent modification to the Permit, Modification 5, was issued on February 10, 2017 to incorporate revisions to the Leachate Management Plan to provide specific guidelines for management of the leachate collection pond and concrete tanks.
12. "Solid Waste" means any discarded material meeting the definition provided in 40 CFR § 261.2.
13. "Va. Code" means the Code of Virginia (1950), as amended.
14. "VAC" means the Virginia Administrative Code.
15. "VSWMR" or "Regulations" means the Virginia Solid Waste Management Regulations, 9 VAC 20-81-10 *et seq.*
16. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 4 (Va. Code §§ 10.1-1426 through 10.1-1429) of the Virginia Waste Management Act addresses Hazardous Waste Management.

SECTION C: Findings of Fact and Conclusions of Law

1. Omnisource owns and operates the Landfill, which is located in Rocky Mount, Virginia. The Landfill accepts automotive fluff generated at the Omnisource automobile shredding operation, which is located adjacent to the Landfill. Operations at the Landfill are subject to the Virginia Waste Management Act, the Permit, and the VSWMR.

2. On January 9, 2019, DEQ-BRRO staff inspected the Facility for compliance with the Virginia Waste Management Act and the VSWMR. Based on the inspection and follow-up information, the Department made the following observations:
 - a. During the inspection, leachate seeps and ponding leachate were observed on the Eastern slopes of Cell C of the landfill. Leachate was observed entering the stormwater conveyance channels, flowing in to Sediment Basin 2 and discharging from Stormwater Outfall 2 and discharging from Stormwater Outfall 2 into an unnamed tributary of the South Fork of Little Chestnut Creek.

Pursuant to 9 VAC 20-81-140(A)(6), landfills shall not: (a) Allow leachate from the landfill to drain or discharge into surface waters except when treated onsite and discharged into surface water as authorized under a VPDES Permit; (b) Cause a discharge of pollutants into the waters of the United States, including wetlands, that violates any requirements of the Clean Water Act (33 USC § 1251 et seq.), including, but not limited to, the VPDES requirements and Virginia Water Quality Standards; (c) Cause the discharge of a nonpoint source of pollution to waters of the United States, including wetlands, that violates any requirement of an area-wide or state water quality management plan that has been approved under §§ 208 or 319 of the Clean Water Act (33 USC § 1251 et seq.), as amended or violates any requirement of the Virginia Water Quality Standards (9 VAC 25-260).

- b. Run-on/off control systems were not properly maintained.

Pursuant to 9 VAC 20-81-140(A)(7), owners or operators shall maintain the run-on/off control systems designed and constructed in accordance with 9 VAC 20-81-130(H).

Pursuant to 9 VAC 20-81-130(H), drainage structures shall be installed and continuously maintained to prevent ponding and erosion, and to minimize infiltration of water into solid waste cells.

- c. Prior to the January 9, 2019 inspection, the Landfill had not taken appropriate action to address the ongoing leachate seeps discovered during the inspection. Leachate escaped the lined area and entered the stormwater conveyance channels. At the end of the operating day on January 9, 2019, Landfill personnel had taken action to address the seeps.

Pursuant to 9 VAC 20-81-210(F), if a leachate seep(s) occurs, the owner or operator shall repair the seep(s) and do the following: (1) Take all immediate steps necessary to protect public health and safety including those required by the contingency plan; (2) Take immediate action to minimize, control, or eliminate the seep, and to contain and properly manage the leachate at the source of the seep; (3) Any leachate released outside the lined area permitted for waste disposal shall be properly collected and disposed.

3. On February 8, 2019, based on the January 9, 2019 inspection and follow-up information, the Department issued NOV No. 19-02-BRRO-001 to Omnisource for the violations described in Paragraph C(2) above.
4. On March 5, 2019, DEQ staff and representatives of Omnisource met to discuss the NOV.
5. On April 24, 2019, the facility had a second leachate spill. The contract leachate hauler became distracted while pumping from the leachate pond. Leachate overflowed the tanker for approximately one minute, discharging approximately 500 gallons of leachate on the ground. A majority of the leachate ran into the stormwater conveyance ditch and flowed to Sediment Basin 002. The facility sprayed water on the ground and in the ditches to push the leachate into the sediment basin. No leachate was discharged to surface waters. On April 24, 2019, the facility provided a 24-hour verbal notification by phone to Nicole Tilley. On April 26, 2019 the facility submitted a 5-day notification for a second leachate spill.
6. Based on the results of the January 9, 2019 inspection, the Board concludes that Omnisource has violated 9 VAC 20-81-140(A)(6)-(7), 9 VAC 20-81-130(H)(3), and 9 VAC 20-81-210(F), as described in paragraph C(2), above.
7. Omnisource has submitted documentation that verifies that the violations described in Paragraph C(2) above have been corrected.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1455, the Board orders Omnisource, LLC, and Omnisource, LLC agrees to:

1. Pay a civil charge of \$28,245.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

All payments shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Omnisource, LLC shall include its Federal Employer Identification Number (FEIN) (_____) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Omnisource, LLC shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Omnisource for good cause shown by Omnisource, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Omnisource admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Omnisource consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Omnisource declares that it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Omnisource to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Omnisource shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Omnisource shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Omnisource shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which Omnisource intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Omnisource.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Omnisource has completed all of the requirements of the Order;
 - b. Omnisource petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Omnisource.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Omnisource from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Omnisource and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Omnisource certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and

Omnisource, LLC voluntarily agrees to the issuance of this Order.

Date: 4/25/2022 By: [Signature]

Commonwealth of Virginia
City/County of Guilford

The foregoing document was signed and acknowledged before me this 25 day of

April 2022, by Graham Bennett

[Signature]
Notary Public
Notary Public
Guilford County, NC
Registration No. _____
My Commission Expires June 21, 2024

My commission expires: 6-21-24

Notary seal:

legally bind Omnisource to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Omnisource.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Omnisource voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____.

Robert J. Weld, Regional Director
Department of Environmental Quality

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